

**U.S FISH AND WILDLIFE SERVICE  
REGION 6**

**TELEWORK AGREEMENT BETWEEN SUPERVISOR AND EMPLOYEE APPROVED  
FOR TELEWORK**

The supervisor and the employee should each keep a copy of the agreement for reference.

**Voluntary Participation**

Employee voluntarily agrees to work at the approved alternative workplace indicated below and to follow all applicable policies and procedures. Employee recognizes that the telework arrangement is not an employee entitlement but an additional method the agency may approve to accomplish work.

**Salary and Benefits**

The employee understands that his/her salary and benefits remain the same as at his/her official duty station.

**Duty Station and Alternative Workplace**

The employee understands that his/her official duty station remains \_\_\_\_\_, and that all pay, leave, and travel entitlements are based on the official duty station.

Supervisor and employee agree that the employee's approved alternative workplace is:

**Home work area:**

Address: \_\_\_\_\_  
(Street number, street name, city, state)

Phone Number: \_\_\_\_\_

FAX Number: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**GSA Telework center:**

Address: \_\_\_\_\_  
(Street number, street name, city, state)

Phone Number: \_\_\_\_\_

FAX Number: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Other Approved Alternative Worksite:**

Address: \_\_\_\_\_  
(Street number, street name, city, state)

Phone Number: \_\_\_\_\_

FAX Number: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Mileage Savings**

The employee estimates that the telework arrangement will result in a reduction of approximately \_\_\_\_\_ miles traveled in commuting per week.

**Official Duties**

Unless otherwise instructed, employee agrees to perform official duties only at the official duty station or approved alternative workplace. Employee agrees not to conduct personal business while in official duty status at the alternative workplace.

The employee understands that telework is not a substitute for dependent care.

**Work Schedule and Tour of Duty**

The employee is approved to work at the approved alternative worksite specified below in accordance with the following schedule. Supervisor and employee agree to this work schedule.

(If intermittent, the telework agreement should include procedures for approval of specific days/hours at alternative worksite. Supervisor and employee may agree to a telework arrangement on a trial basis for a certain period of time and time period should be specified in this agreement.)

<b>DAY</b>	<b>PER WEEK</b>	<b>PER PAY PERIOD</b>	<b><i>FIXED WORK SCHEDULE</i></b>	<b><i>ALTERNATIVE WORK SCHEDULE (Flexible or Compressed)</i></b>	<b>DUTY HOURS (specify hours of work and lunch break)</b>
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					

### **Time and Attendance**

The supervisor agrees to certify biweekly the time and attendance for hours worked at the alternative workplace in the same manner as if the employee reported for duty at the traditional worksite. Employee will be required to self certify time and attendance, in a format determined by the supervisor.

### **Leave**

Employee agrees to follow established office procedures for requesting and obtaining approval of leave.

### **Overtime**

Employee may work overtime only when overtime is scheduled and approved in advance by his/her supervisor. Employee understands that there is no compensation for unauthorized overtime work. Administrative or disciplinary action may result if employee performs unauthorized overtime work.

### **Equipment/Supplies**

Employee agrees to protect any government-owned equipment and to use the equipment only for official purposes. The agency agrees to service and maintain any government-owned equipment issued to the telework employee. The employee agrees to report malfunctions in government-owned equipment to the supervisor, and the employee agrees to bring such equipment to the traditional office for maintenance and/or repairs if necessary.

If personal equipment is to be used for telework, the employee agrees to install, service, and maintain the personal equipment. The agency agrees to provide the employee with all necessary office supplies and also reimburse the employee for business-related long distance telephone calls.

### **Security**

Employee agrees not to remove classified/proprietary/sensitive material (hard copy or electronic) from the official duty station and to safeguard all information removed from official duty station, created at alternative worksite in accordance with the Federal Records Act, FOIA, Privacy Act, etc. Employee agrees to protect federal records from unauthorized disclosure or damage and will comply with requirements of the Privacy Act of 1974, 5 U.S.C. 552a.

If the government provides computer equipment for the alternative workplace, employee agrees to comply with Department security procedures and ensure adequate security measures are in place to protect the equipment from being damaged, stolen, or accessed by unauthorized individuals. Employee understands and agrees to accept responsibility and will be liable for damaged or stolen equipment.

The employee understands that the government will not be liable for damages to an employee's personal or real property while the employee is working at the approved alternative worksite, except to the extent the government is held liable by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act.

The employee agrees to follow the policies concerning personal use of office equipment and library collections while working at the alternative worksite.

### **Work Area**

If the alternative worksite is the employee's home, he/she agrees to designate one area in the home as the official work or office area for performance of official duties. The employee understands that the home office is a space set aside for the employee to work, and that family responsibilities must not interfere with work time. This area is the only area in the employee's home that is subject to the government's potential exposure to liability. The employee must complete a self-certification safety checklist (\_\_\_\_\_) to certify that the work area is safe in accordance with Federal Occupational Safety and Health Administration (OSHA) standards.

### **Workplace Inspection**

The employee agrees to permit the access to the alternative home-based worksite by agency representatives as necessary during the employee's normal working hours.

### **Alternative Workplace Costs**

Unless otherwise agreed to, the employee understands that the government will not be responsible for any operating costs that are associated with the employee using his or her home as an alternative worksite such as home maintenance, insurance, or utilities. The employee understands he or she does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the government, as provided for by statute and regulations.

### **Safety and Workers' Compensation**

Employee understands that he/she is covered by the Federal Employees' Compensation Act (FECA) for injuries and work-related illnesses sustained while performing official government duties at the regular office or the alternative worksite. The employee agrees to notify the supervisor immediately of unsafe and/or unhealthful conditions and practices at the alternative worksite and personal conditions (physical or mental) that adversely affect his or her ability to perform work in a safe and healthful manner. The employee agrees to report to his/her supervisor immediately any job-related incident that results in or has the potential to cause injury, illness, or property damage and to complete any required forms. The supervisor accepts the responsibility to investigate the incident immediately and to complete and submit a safety report to the agency safety manager. Where internet access is available, the supervisor will enter the report of the incident in the Department's Safety Management Information System (SMIS) at the Web address <http://www.smis.doi.gov>.

### **Work Assignments/Performance**

Employee agrees to complete all assigned work according to procedures mutually agreed upon by the employee and the supervisor and according to guidelines and standards in the employee performance plan. The employee agrees to provide regular reports if required by the supervisor for evaluating performance. The employee understands that a decline in performance may be grounds for canceling the alternative workplace arrangement. The agency agrees to ensure employee is properly notified of job-related training, conferences, workshops, office meetings, etc.

### **Records Management Considerations**

Employee agrees that he/she will ensure that files, records and reference material used or created at the alternative worksite are properly safeguarded, returned to and incorporated in the official office files as appropriate, to include adherence to the provisions of records management policy, the Privacy Act, Freedom of Information Act, and Federal Records Act.

### **Standards of Conduct**

Employee agrees that he or she continues to be bound by all conflict of interest statutes and regulations while working at the alternative worksite that would apply if working at the official worksite.

### **Disciplinary Actions**

Nothing in this agreement precludes the agency from taking any appropriate disciplinary or adverse action against employee for any conduct issues associated with teleworking, including failure to comply with the telework agreement.

### **Termination of Telework Agreement**

The agency agrees to follow any applicable administrative or negotiated procedures. Employee understands that the agency may suspend the telework agreement, and the supervisor may notify the employee to resume working at the official duty station. Suspension of a Telework Agreement could be for such circumstances as employee's performance not meeting the prescribed performance standard, or the telework arrangement does not meet the needs of the organization; for example, when there are office vacancies or peak workload periods.

### **Effective Date:**

The effective date of this Telework Agreement is \_\_\_\_\_

### **Signatures:**

Employee's Signature and Date: \_\_\_\_\_

Supervisor's Signature and Date: \_\_\_\_\_